

**HEALTH INSURANCE EXTENSION FOR DEPENDENTS
OF CITY EMPLOYEES KILLED IN THE LINE OF DUTY**

I. PURPOSE:

The following guideline establishes policies and procedures to ensure that covered eligible dependents of City Employees killed in the line of duty have access to Health Insurance coverage.

II. RESPONSIBILITY:

Responsibility for implementing this program rests with the City Manager. Responsibility for specific polices and administration of this program reset with the Human Resources Department.

III. POLICY:

- A. Eligible dependents that were covered under the City's Health Care Plan as dependents of a City Employee killed in the line of duty shall be eligible for this extension.
- B. The extension will be limited to the time frames and limiting age specified in the Insurance Policy for active employees.
- C. The City reserves the sole and exclusive right to manage and change the Health Care Plan provided to all participants.
- D. Extended coverage will cease at the point the City ceases providing coverage to an active employee group.
- E. Individuals covered under this extension will be included in the active employee group for purposes of determining premium rates.
- F. 'Killed in the line of duty' shall be defined to include: Accidental or deliberately inflicted injuries resulting in death in which the injuries incurred in the City Limits of Little Rock, Arkansas, while the employee was engaged in the performance of the employee's official duties and responsibilities, including the employee's response to what was reasonable to believed to be a Police emergency, response to a direct order of a Superior or a response to a call from a private individual all of which required the performance of the employee's official duties and responsibilities.
- G. Killed in the line of duty shall exclude injuries resulting death which occur:
 - 1. Outside the City Limits of Little Rock, Arkansas, unless the employee is taken outside the City Limits of Little Rock by force

while the employee is actively engaged in the performance of official duties, or unless the employee is taken outside the City Limits of Little Rock by virtue of being in 'hot pursuit' of a individual reasonably suspected of violating law and reasonably expected to avoid arrest unless the individual is stopped without delay.

2. While the employee is going to or coming from work, and the event causing the fatal injury is one which does not arise out of the actual and required performance of the employee's official duties while the employee is going to or coming from work, such as handling what is reasonable believed to be a Police emergency, responding to a direct order from a Superior, or responding to a call from a private individual requiring the performance of the employee's official duties.
3. Solely as a result of self-inflicted injuries or the employee's intentional act to injure or kill himself or herself.
4. As a result of the willful misconduct of the employee.
5. As a result of the employee's self-induced intoxication or drug-related condition.
6. As a result of the employee's refusal or failure to use safety gear or safety appliances provided by or through the City for the employee.
7. As a result of the employee's willful violation of a law or the employee's willful breach of a rule, regulation or policy governing the performance of the employee's duties.
8. As a result of voluntary conduct on the part of the employee, which is conduct not required or expected by the City for the performance of the employee's duties.
9. As a result of natural causes.
10. As a result of a heart attack or disease, including death resulting from a heart attack or disease while the employee is engaged in the performance of the employee's official duties and responsibilities or while the employee is engaged in extreme activity or subjected to extreme conditions while in the discharge of the employee's official duties and responsibilities.
11. During the time the employee is working for an employer other than the City, regardless of whether the duties and responsibilities of the employee for the other employer are the same or similar to the duties and responsibilities of the employee for the City.
12. As a result of injuries received more than one (1) year before the date of the employee's death, unless before the expiration of ten (10) years from the date of injury, the dependents provide medical proof acceptable to the City that death was due to an injury that occurred in the line of duty.

Only dependents covered at the time of the incident may extend coverage. Coverage may be continued until the earliest of:

1. The date a covered individual is covered under another group policy.
2. The date the dependent reaches the limiting age specified in the existing policy for the active group.
3. The date of failure to pay any required premium.
4. The date the City ceases to provide coverage for any active group.

If coverage is cancelled for any reason, it shall not be reinstated.

Approved:



Bruce T. Moore
City Manager